

**UNITED STATES DISTRICT COURT
for the
DISTRICT OF MASSACHUSETTS**

CODY SHEEHAN,
Plaintiff

V.

BLOCK ISLAND FISHING, INC., and
OCEANS FLEET FISHERIES, INC.,
Defendants

Civil Action No.:

PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL

Now comes the Plaintiff, Cody Sheehan, in the above-captioned matter and for his complaint states:

Parties

1. The Plaintiff, Cody Sheehan, is a natural person and resident of Mashpee, County of Bristol, Commonwealth of Massachusetts.
2. The Defendant, Block Island Fishing, Inc., is a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business in New Bedford, County of Bristol, Commonwealth of Massachusetts.
3. The Defendant, Oceans Fleet Fisheries, Inc., is a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business in New Bedford, County of Bristol, Commonwealth of Massachusetts.

General Factual Allegations

1. Between May 1, 2016 and May 31, 2016, the Defendant, Block Island Fishing, Inc., was doing business within the Commonwealth of Massachusetts.

2. Between May 1, 2016 and May 31, 2016, the Plaintiff, Cody Sheehan, was employed by the Defendant, Block Island Fishing, Inc.
3. Between May 1, 2016 and May 31, 2016, the Plaintiff, Cody Sheehan, was employed by the Defendant, Block Island Fishing, Inc., as a seaman and a member of the crew of the F/V WILLIAM BOWE.
4. Between May 1, 2016 and May 31, 2016, the Defendant, Block Island Fishing, Inc., owned the F/V WILLIAM BOWE.
5. The Defendant, Block Island Fishing, Inc., chartered the F/V WILLIAM BOWE from some other person or entity such that between May 1, 2016 and May 31, 2016, the Defendant, Block Island Fishing, Inc., was the owner *pro hac vice* of the F/V WILLIAM BOWE.
6. Between May 1, 2016 and May 31, 2016, the Defendant, Block Island Fishing, Inc., operated the F/V WILLIAM BOWE.
7. Between May 1, 2016 and May 31, 2016, the Defendant, Block Island Fishing, Inc., or the Defendant's agents, servants, and/or employees, controlled the F/V WILLIAM BOWE.
8. Between May 1, 2016 and May 31, 2016, the Defendant, Ocean Fleet Fisheries, Inc., was doing business within the Commonwealth of Massachusetts.
9. Between May 1, 2016 and May 31, 2016, the Plaintiff, Cody Sheehan, was employed by the Defendant, Ocean Fleet Fisheries, Inc.
10. Between May 1, 2016 and May 31, 2016, the Plaintiff, Cody Sheehan, was employed by the Defendant, Ocean Fleet Fisheries, Inc., as a seaman and a member of the crew of the

F/V WILLIAM BOWE.

11. Between May 1, 2016 and May 31, 2016, the Defendant, Ocean Fleet Fisheries, Inc., owned the F/V WILLIAM BOWE.
12. The Defendant, Ocean Fleet Fisheries, Inc., chartered the F/V WILLIAM BOWE from some other person or entity such that between May 1, 2016 and May 31, 2016, the Defendant, Ocean Fleet Fisheries, Inc., was the owner *pro hac vice* of the F/V WILLIAM BOWE.
13. Between May 1, 2016 and May 31, 2016, the Defendant, Oceans Fishing Fleet, Inc., operated the F/V WILLIAM BOWE.
14. Between May 1, 2016 and May 31, 2016, the Defendant, Oceans Fleet Fisheries, Inc., or the Defendant's agents, servants, and/or employees, controlled the F/V WILLIAM BOWE.
15. From August 2014, to June 2015, the F/V WILLIAM BOWE was in navigable waters.

Jurisdiction

16. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331, and 1333.

COUNT I

Cody Sheehan v. Oceans Fleet Fisheries, Inc.
(GENERAL MARITIME LAW - FAILURE TO PAY EARNINGS)

17. The Plaintiff, Cody Sheehan, reiterates the allegations set forth in paragraphs 1 through 16 above.
18. The Plaintiff, Cody Sheehan, was hired to work aboard the F/V WILLIAM BOWE pursuant to an oral agreement with the Defendant, Oceans Fleet Fisheries, Inc.

19. Pursuant to that oral agreement, the Defendant, Oceans Fleet Fisheries, Inc., agreed to pay the Plaintiff, Cody Sheehan, a share of the vessel's catch of each trip he served on the vessel.

20. Between May 1, 2016 and May 31, 2016, the Plaintiff, Cody Sheehan, served aboard the F/V WILLIAM BOWE during one trip, landing hundreds of pounds of lobster, which entitled him to earnings under the oral agreement.

21. The Plaintiff, Cody Sheehan made demand for payment of his earnings, upon the Defendant, Oceans Fleet Fisheries, Inc., who has improperly and wrongfully refused to furnish his earnings.

22. This cause of action is brought under the general maritime law.

WHEREFORE, the Plaintiff, Cody Sheehan, demands judgment against the Defendant, Oceans Fleet Fisheries, Inc., in the amount of his earnings, together with interest, costs, penalties and punitive and/or other damages the Court may find just.

COUNT II

Cody Sheehan v. Block Island Fishing, Inc.

(GENERAL MARITIME LAW - FAILURE TO PAY EARNINGS)

23. The Plaintiff, Cody Sheehan, reiterates the allegations set forth in paragraphs 1 through 22 above.

24. The Plaintiff, Cody Sheehan, was hired to work aboard the F/V WILLIAM BOWE pursuant to an oral agreement with the Defendant, Block Island Fishing, Inc.

25. Pursuant to that oral agreement, the Defendant, Block Island Fishing, Inc., agreed to pay the Plaintiff, Cody Sheehan, a share of the vessel's catch of each trip he served on the

vessel.

26. Between May 1, 2016 and May 31, 2016, the Plaintiff, Cody Sheehan, served aboard the F/V WILLIAM BOWE during one trip, landing hundreds of pounds of lobster, which entitled him to earnings under the oral agreement.

27. The Plaintiff, Cody Sheehan made demand for payment of his earnings, upon the Defendant, Block Island Fishing, Inc., who has improperly and wrongfully refused to furnish his earnings.

28. This cause of action is brought under the general maritime law.

WHEREFORE, the Plaintiff, Cody Sheehan, demands judgment against the Defendant, Block Island Fishing, Inc., in the amount of his earnings, together with interest, costs, penalties and punitive and/or other damages the Court may find just.

COUNT III

Cody Sheehan v. Oceans Fleet Fisheries, Inc.

(46 U.S.C. § 11107—RECOVERY FOR VIOLATION OF 46 U.S.C. § 10601)

29. The Plaintiff, Cody Sheehan, reiterates the allegations set forth in paragraphs 1 through 28 above.

30. The Defendant, Oceans Fleet Fisheries, Inc., employed the Plaintiff, Cody Sheehan, to work aboard the F/V WILLIAM BOWE without making a written fishing agreement in violation of 46 U.S.C. § 10601.

31. The Plaintiff, Cody Sheehan, was hired to work aboard the F/V WILLIAM BOWE pursuant to an oral agreement with the Defendant, Oceans Fleet Fisheries, Inc.

32. Pursuant to that oral agreement, the Defendant, Oceans Fleet Fisheries, Inc., agreed to pay the Plaintiff, Cody Sheehan, a share of the vessel's catch of each trip he served on

the vessel.

33. Between May 1, 2016 and May 31, 2016, the Plaintiff, Cody Sheehan, served aboard the F/V WILLIAM BOWE during one trip, landing hundreds of pounds of lobster, which entitled him to earnings under the oral agreement.

34. The Plaintiff, Cody Sheehan made demand for payment of his earnings, upon the Defendant, Oceans Fleet Fisheries, Inc., who has improperly and wrongfully refused to furnish his earnings.

35. This cause of action is brought under 46 U.S.C. § 11107

WHEREFORE, the Plaintiff, Cody Sheehan, demands judgment against the Defendant, Oceans Fleet Fisheries, Inc., in the amount of his earnings, or the highest rate of wages at the port from which the Plaintiff was engaged, whichever is higher, together with interest, costs, penalties and punitive and/or other damages the Court may find just.

COUNT IV

Cody Sheehan v. Block Island Fishing, Inc.

(46 U.S.C. § 11107—RECOVERY FOR VIOLATION OF 46 U.S.C. § 10601)

36. The Plaintiff, Cody Sheehan, reiterates the allegations set forth in paragraphs 1 through 16 above.

37. The Defendant, Block Island Fishing, Inc., employed the Plaintiff, Cody Sheehan, to work aboard the F/V WILLIAM BOWE without making a written fishing agreement in violation of 46 U.S.C. § 10601.

38. The Plaintiff, Cody Sheehan, was hired to work aboard the F/V WILLIAM BOWE pursuant to an oral agreement with the Defendant, Block Island Fishing, Inc.

39. Pursuant to that oral agreement, the Defendant, Block Island Fishing, Inc., agreed to pay

the Plaintiff, Cody Sheehan, a share of the vessel's catch of each trip he served on the vessel.

40. Between May 1, 2016 and May 31, 2016, the Plaintiff, Cody Sheehan, served aboard the F/V WILLIAM BOWE during one trip, landing hundreds of pounds of lobster, which entitled him to earnings under the oral agreement.

41. The Plaintiff, Cody Sheehan made demand for payment of his earnings, upon the Defendant, Block Island Fishing, Inc., who has improperly and wrongfully refused to furnish his earnings.

42. This cause of action is brought under 46 U.S.C. § 11107

WHEREFORE, the Plaintiff, Cody Sheehan, demands judgment against the Defendant, Oceans Fleet Fisheries, Inc., in the amount of his earnings, or the highest rate of wages at the port from which the Plaintiff was engaged, whichever is higher, together with interest, costs, penalties and punitive and/or other damages the Court may find just.

PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL ISSUES RAISED IN ALL COUNTS OF HIS COMPLAINT

Respectfully submitted for the
the Plaintiff, CODY SHEEHAN,
by his attorney,

Dated: 10/13/2017

/s/ Jonathan E. Gilzean
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